



## **Bid Solicitation and Project Specifications for Fireworks Display**

**DATE: FEBRUARY 16, 2016**  
**TO: OPEN INVITATION**  
**FROM: BURLINGTON PARKS, RECREATION & WATERFRONT**  
**RE: CITY OF BURLINGTON, VT INDEPENDENCE DAY FIREWORKS DISPLAY**

### **1.0 Introduction**

Burlington Parks, Recreation & Waterfront ("BPRW") is requesting proposals for the purpose of providing a community fireworks display on **July 3, 2016**, on Lake Champlain within the breakwater of the Burlington, VT, harbor. BPRW's needs are outlined in the following ***Bid Solicitation and Project Specifications for Fireworks Display*** ("BID"). The selected firm will be issued a three year contract with two one year options to renew for July 3, 2019 and 2020 at the discretion of the two parties. The fireworks display is accompanied by family-oriented entertainment, games and activities, food concessions and is shown live on local network television.

### **1.1 Scope of Work**

Qualified service providers shall submit a proposal to supply, transport, set-up, fire, tear down and dispose as necessary a community fireworks display for an amount not to exceed \$40,000 for 2016. The proposal should include a grand finale display. The length of the display should be identified and the quantity/type of fireworks being proposed. The show shall take place at 9:35 PM from a barge (30' x 90') (and portions of the break water (if programmed)) provided by Lake Champlain Transportation (LCT), located within the Burlington harbor on Lake Champlain in Burlington, VT. LCT owns the barge and is responsible for assisting in loading, towing, and securing the barge from landside to the anchored location and back after the show. Attendance at the event locations in 2015 was approximately 50,000. Please identify the relationship between price and length of program.

Each proposal should include an itemized list, type, sizes, and description of all fireworks to be included in the display and any other visuals and an explanation that assists in describing the show. Services to be performed must be in compliance with all provisions of local and national regulations and all other applicable laws and regulations, including, without limitation, using one licensed pyrotechnic operator in connection with the handling or display of fireworks, combing the grounds for any live materials around the site immediately preceding the fireworks display, providing sufficient personnel at fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits.

The selected firm is responsible for providing marketing materials to applicable media and coordinating with media for pre-production material and show time start.

The City will provide all concessions, entertainment, crowd control services, attendee parking and event promotion for the general public. A representative(s) from the selected firm shall be available for an introductory meeting with the City of Burlington and two subsequent planning meetings minimally. The US Coast Guard requires permits, documentation and meetings to organize and plan



the closure of Burlington Harbor. Attendance and filing of any necessary paperwork may be required by the selected firm.

Historically, a barge is loaded and accessed via Lake Champlain Transportation Company (LCT) in Burlington. It is the sole responsibility of the successful bidder to communicate, arrange, and schedule directly with LCT and all subcontractors for the entirety of the show. Any insurance requirements, fees, parking, loading/unloading and equipment/logistical needs shall be the responsibility of the successful bidder. All proposals must include a list of subcontractors that are approved by the City of Burlington.

**Lake Champlain Transportation Company**, 1 King Street Dock, Burlington, VT 05401-5293; *Telephone:* 802.864.9804; *Fax:* 802.864.6830; *Email:* [lct@ferries.com](mailto:lct@ferries.com).

State/Local/Federal Rules and Regulations: The successful bidder shall follow all federal/state and local regulations as it pertains to fireworks in Burlington, Vermont, (<http://firesafety.vermont.gov/>) and includes permits, site inspection and coordination from the Burlington Fire Marshal.

## 2.0 Preliminary Schedule

BPRW reserves the right to modify the schedule as BPRW in its sole discretion may determine necessary.

### PRELIMINARY SCHEDULE

Milestone	Scheduled Date
BID Issued	2/16/2016
BID Submittal Deadline	3/3/2016
Preliminary Selection of Firm	3/14/2016
Notify Firm	3/18/2016

## 2.1 Submittal Information

Submit two paper copies and one electronic copy of the proposal responding to the BID. Proposals are due in the office of the Burlington Parks, Recreation & Waterfront Department, 645 Pine Street, Burlington, Vermont 05401, no later than **4:00 p.m. on Thursday, March 3, 2016**. Proposals are to be marked "City of Burlington Community Fireworks Display". Proposals submitted after the deadline date and time may not be accepted.

Submittal address:

Burlington Parks, Recreation & Waterfront  
C/O Emma Allen, Event Planner  
645 Pine Street, Suite B  
Burlington, VT 05401  
[eallen@burlingtonvt.gov](mailto:eallen@burlingtonvt.gov)



### **2.3. Service Provider Communications with the City of Burlington, Vermont**

Any questions regarding the submittal process and/or the technical aspects of the project may be made via e-mail to Emma Allen at [eallen@burlingtonvt.gov](mailto:eallen@burlingtonvt.gov). Only e-mail communications will be accepted. All responses will be provided via e-mail. Questions and responses will be shared with all firms that provide an e-mail address to BPRW's contact person.

BPRW's BID for Community Fireworks Display is available for review on the City's website, [www.burlingtonvt.gov](http://www.burlingtonvt.gov) or at our Pine Street office during regular business hours.

### **3.0 Proposal Format and Requirements**

The proposal shall include the qualifications and components requested below. Information should be complete and demonstrate that the Service Provider can perform professional work not to exceed \$40,000. Proposals should not exceed 20 single-sided pages or 10 double-sided pages. Proposals shall contain the following:

#### **A. Introduction**

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work.

#### **B. Personnel**

Identify individuals and list qualifications of key personnel who would be assigned to this project. Detail experience in work related to the proposed assignment. Specify the Project Manager who will serve as a contact person.

#### **C. Experience**

Provide company contact information, how long you have been in business, and what services you provide. Identify and briefly describe related work completed in the last three years. Describe only work related to the proposed effort and include any examples of similar local government projects. Include evidence of satisfactory and timely completion of similar work performed for past projects.

#### **D. Pricing and Budget**

The budget is \$40,000 for the community fireworks display. Based on the preliminary scope of work, provide a breakdown of the estimated cost of this project including expenditures for services, production, communication with client and any other costs. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification. Contract costs and fees may be negotiated with the finalist(s). Also include an inventory of products to be used.

#### **E. Insurance**

The consultant must agree to procure and maintain the necessary Insurance(s) to the City of Burlington and to Lake Champlain Transportation (LCT) including Commercial General Liability Insurance, Auto Liability Coverage, Workers Compensation Coverage, and Professional Liability Insurance. *Requirements are outlined in the standard contract for consultant services.*



**F. Client References**

Provide a minimum of three client references with contact names and phone numbers which you have produced a fireworks display.

**G. Appendix (Note: not counted in overall page count)**

An appendix with full resumes is allowed. The appendix material may or may not be considered as part of the selection process.

**4.0 Evaluation Process**

A team of reviewers will rate qualified and responsive proposals. The review team will recommend finalists for final review and recommend selecting a firm by March 14, 2016.

The project award will be made to the lowest responsive AND qualified proposer. Consultants not selected will be notified in writing of the selection outcome. BPRW will execute a contract agreement between the selected consultant and BPRW.

**4.1 Evaluation Criteria**

Proposals will be ranked based upon the merits of the written proposal and the qualifications and experience of the firm or consultant team. Each reviewer will award a score based on a 100 point total as follows:

**A. Responsiveness (20 points)**

BPRW will consider the materials submitted by the service provider to determine whether the service provider is in compliance with the BID.

**B. Creativity (20 points)**

Variety and content of fireworks display.

**C. Price/Value (20 points)**

**D. Responsibility (20 points)**

BPRW will consider the materials submitted by the service provider and other evidence it may obtain to determine the company's ability and history of successfully completing contracts of this type, meeting projected deadlines, experience in similar work, and ability to accept the City's standard terms and conditions.

**E. Experience (20 points)**

BPRW will consider the experience of the bidder. Preference is given towards bidders that have demonstrated ability to conduct barge based firework displays, similar to the scope of this project in a safe and responsible manner.

The successful firm or consultant team selected will perform a variety of duties as agreed upon in the final negotiated Scope of Work. The selected vendor and BPRW will finalize the contract terms and



conditions. If BPRW and the selected vendor are unable to agree on terms and conditions, BPRW may exercise its right to negotiate with other vendors.

Participants acknowledge through their participation that such selection or rejection is not subject to protest or contest.

### **5.0 Payment Information**

Payment by BPRW for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by BPRW and approved by the appropriate BPRW representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

### **6.0 Publication**

Advertising for the event is provided by BPRW.

### **7.0 Terms and Conditions**

All facts and opinions stated within this BID and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the process. No representation or warranty is made with respect thereto.

- A. Respondents to this BID shall be responsible for the accuracy of the information they provide to BPRW.
- B. BPRW reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional BID's, and to either substantially modify or terminate the Project at any time prior to final execution of a contract.
- C. BPRW shall not be responsible for any costs incurred by the respondent(s) in preparing, submitting, or presenting its response to the BID or to the interview process.
- D. Nothing contained herein shall require BPRW to enter into exclusive negotiations and BPRW reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.
- E. BPRW reserves the right to request clarification of information submitted and to request additional information from any respondent.
- F. BPRW may not accept any submittal after the time and date specified on the BID.
- G. In the interest of a fair and equitable process, BPRW retains the sole responsibility to determine the timing, arrangement and method of proposal presentations throughout the selection process.
- H. If negotiations are not completed with the top ranked team, negotiations may proceed with the next most qualified team or teams.
- I. Upon selection of a qualified team through the BID process, BPRW shall enter into a contract for services (based on an approved scope of services and budget) with the selected team on terms and conditions acceptable to BPRW. Until execution of a contract, BPRW reserves the right to cease negotiations and to start the BID process again.



- J. All submittals will become the property of BPRW and will become public documents subject to public disclosure with limited exceptions. Qualifications submitted under the BID process shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public.
- K. BPRW encourages submittals from firms that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply.

### **8.0 Disclaimer**

This BID does not commit BPRW to pay any costs incurred by any proposer in the submission of a bid. The proposer is responsible for all costs associated with its response to this BID. BPRW reserves the right to reject any or all responses at any time with no penalty, and to waive immaterial defects and minor irregularities in responses. All materials submitted in response to this BID will become the property of BPRW upon delivery. An addendum will be issued should it become necessary to revise any part of this BID.

### **9.0 Insurance**

*Qualified consultants must possess general and professional liability insurance with coverage limits of \$1m/\$2m.*

#### **General**

Prior to beginning any work the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater ([www.ambest.com](http://www.ambest.com)). The certificate of insurance coverage shall be documented on forms acceptable to the Municipality: evidence of compliance with minimum limits and coverages, demonstrated by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. It is agreed that the liability insurance furnished by the Consultant is primary and non-contributory for all the additional insurers.

The Consultant is responsible to verify and confirm in writing to BPRW that:

- (a) All sub-consultants, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all sub-consultants, agents or workers. *Sub-consultants and contractors must comply with the same insurance requirements as the Consultant.*
- (b) All coverages shall include adequate protection for activities involving hazardous materials.



(c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of BPRW.

General Liability & Property Damage:

(a) With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence form with limits not less than:

- |   |             |
|---|-------------|
| 1. General Aggregate:                       | \$2,000,000 |
| 2. Products-Completed/Operations Aggregate: | \$2,000,000 |
| 3. Personal & Advertising Injury:           | \$1,000,000 |
| 4. Each:                                    | \$1,000,000 |
| 5. Fire Damage (any one fire):              | \$ 250,000  |
| 6. Med. Expense (any one person):           | \$ 5,000    |

**Workers Compensation**

With respect to all operations performed, the Consultant shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and sub-consultants carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

**Professional Liability Insurance**

*General.* This applies only to those Contracts specifically identified as requiring Errors & Omissions (E&O) Insurance. The Consultant shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

1. Annual Aggregate: \$2,000,000
2. Per Occurrence: \$1,000,000



- (b) *Deductibles.* The consultant is responsible for any and all deductibles.
- (c) *Coverage.* Prior to performing any work, the Consultant agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

#### Valuable Papers Insurance

The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by BPRW or developed by the Consultant, sub-consultant, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the Consultant to, and accepted by, BPRW.

The policy shall provide coverage on an each occurrence basis with limits not less than:

1. Valuable Papers: \$10,000
2. Electronic Data Media: \$10,000

#### **10.0 Limits of Liability**

BPRW assumes no responsibility or liability for costs incurred by proposers in responding to the BID, or in responding to any further request for interviews, additional data, etc., prior to the issuance of a contract.

#### **11.0 Acceptance & Rejection of Proposals**

BPRW reserves the right to reject any and all proposals submitted in response to this BID. *BPRW will not negotiate with the contractor between opening the proposals and award of the contract.*

#### **12.0 Appeal of an Aggrieved Proposer**

If a proposer is aggrieved by the award of the contract, the proposer may appeal in writing to Jesse Bridges, Director, Burlington Parks, Recreation & Waterfront at 645 Pine Street, Suite B, Burlington, VT 05401. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract. After the decision of the Director, if the proposer is unsatisfied they can appeal to the City's Board of Finance. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice of the Director's decision. The Board of Finance decision is final.





### **13.0 Statutory & Other Requirements**

This project is partially funded with public funds and will require compliance with all federal, state and local rules and regulations including:

#### **Civil Rights & Equal Employment Opportunity**

The contractor shall not discriminate on the basis of race, color, national origin, sex, physical disability or veteran status in the award and performance of assisted contracts.

#### **DBE Obligation**

The contractor agrees to assure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Bidders are urged to obtain DBE participation in this project. After completion of the project, if DBE participation is obtained, the contractor shall furnish the Contract Administrator with the names of DBEs participating with a complete description and the dollar value of work of supplies provided in each such DBE transaction.

#### **Debarment/Suspension Certifications E.O. 12549**

Agency specific regulations (e.g., HUD grants, see 24 CFR 85.35 and Part 24; EPA grants, see 40 CFR Part 32).

#### **Livable Wage Ordinance City of Burlington Code of Ordinances 21-80 et seq.**

Requires payment of an annually adjusted “livable wage” to employees working on the funded project.

Proposers are advised that contracts in excess of \$15,000 are subject to the Disadvantaged Business Enterprises Procurement requirements, and the Livable Wage Ordinance. Contracts in excess of \$50,000.00 are, in addition, subject to the requirements of the Women in Trades Program Compliance guidelines.

### **14.0 Public Records Policy**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1.V.S.A. Ch. 5, Subchapter 3) and all rules, regulations and interpretations resulting there from, including those from the Board, the office of the Attorney General of the State of Vermont, and the office of the Vermont Secretary of State, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to the release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. Convincing explanation and



rationale sufficient to justify each exemption from release consistent with Section 316 of Title 1 of the Vermont Statutes Annotated must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the materials were to be release and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. All such materials should be submitted in a separate sealed envelope and marked "CONFIDENTIAL".

--END--